

**DOC1636A-LAUNDRY/EQUIP
WASHER AND DRYER**

THIS CONTRACT, made and executed in duplicate, shall be effective March 1, 2016.

BY AND BETWEEN **Equipment Marketers 100 Melrose Avenue, Cherry Hill, NJ 08003** (hereinafter designated as "Contractor"), party of the first part, and the State of Delaware **Department of Correction** (hereinafter designated as "**DOC**"), party of the second part.

WITNESSETH that the Contractor in consideration of the covenants and agreements herein contained and made by DOC, agrees with said DOC as follows:

ARTICLE ONE: The Contractor shall furnish two (2) Free Standing Washer Extractor, 40lb Capacity Logi Control, Gravity, Top Dispenser, External Dosing with four (4) Chemical Signals, 208-240/60/1 Voltage and two (2) 65lb Natural Gas or LP, Micro Control, White Front Dryer 120/208-240/60/1 Voltage. The prices, as set forth in the proposal Attachment "A", specifications outlined by the Contractor Proposal hereby and all Amendments thereto, become a part of this contract.

ARTICLE TWO: Contract shall be valid for an initial term commencing March 1, 2016 through June 30, 2016. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the Contractor and the DOC. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

ARTICLE THREE: Prices shall remain firm for the term of the contract. All prices shall be in U.S. Dollars. The Contractor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The DOC is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the DOC may agree to exercise.

ARTICLE FOUR: In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract, the DOC may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

ARTICLE FIVE: By entering into this contract with the DOC, Contractor affirms that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially

involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year written above:

SIGNED, SEALED AND DELIVERED IN the presence of:

For the Contractor:

Equipment Marketers, Inc.

ORIGINAL ON FILE

Richard LaMaina, President

For the **Delaware Department of Correction:**

ORIGINAL ON FILE

Robert M. Coupe, Commissioner

ORIGINAL ON FILE

Janet L. Durkee, Chief
Bureau of Administrative Services

ORIGINAL ON FILE

Ronald Price,
Purchasing Services Administrator

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.